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MACROVISION CORPORATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)

MACROVISION CORPORATION, a Delaware
corporation,

Plaintiff,

v.

MOTOROLA INCORPORATED, a Delaware
corporation,

Defendant.

MOTOROLA, INC.

Counterclaimant

v.

MACROVISION CORPORATION,

Counterclaim-Defendant.

Case No.: C07 4209 SI

**PLAINTIFF MACROVISION
CORPORATION'S REPLY TO
DEFENDANT MOTOROLA INC.'S
COUNTERCLAIM**

Plaintiff and Counterclaim-Defendant Macrovision Corporation ("Macrovision"), by and through its attorneys, Krieg, Keller, Sloan, Reilley & Roman LLP, hereby responds to the Counterclaim for Declaratory Relief ("Counterclaim") of Defendant and Counterclaimant Motorola,

1 Inc. ("Motorola"). To the extent the Counterclaim contains headings and subheadings, Macrovision
2 denies any and all allegations reflected in those headings and subheadings.

3 1. Macrovision admits the allegations of Paragraph 76 of the Counterclaim.

4 2. Upon information and belief, Macrovision admits that Motorola is a Delaware
5 corporation with its principal place of business located in Schaumburg, Illinois.

6 3. Macrovision admits that it is a Delaware corporation with its principal place of business
7 in Santa Clara, California.

8 4. Macrovision admits the allegations of Paragraph 79 of the Counterclaim.

9 5. Macrovision admits the allegations of Paragraph 80 of the Counterclaim.

10 6. Macrovision admits the allegations of Paragraph 81 of the Counterclaim.

11 7. Macrovision admits that in September 1998 Motorola entered into an agreement with
12 Macrovision to license certain portions of Macrovision's anti-copying technology (hereinafter, the
13 "Motorola License Agreement"), and that the Motorola License Agreement required a sixty (60) cent
14 per set top box ("STB") royalty fee. Macrovision lacks knowledge or information sufficient to form
15 a belief as to the truth of the remaining allegations in Paragraph 82 of the Counterclaim, and on that
16 basis denies them.

17 8. Macrovision admits that the anti-copying technology licensed under the Motorola
18 License Agreement is "embodied" in certain U.S. Patents and foreign equivalents owned by
19 Macrovision. Macrovision denies the remaining allegations in Paragraph 83 of the Counterclaim.

20 9. Macrovision lacks knowledge or information sufficient to form a belief as to the truth
21 of the allegations in Paragraph 84 of the Counterclaim, and on that basis denies them.

22 10. Macrovision lacks knowledge or information sufficient to form a belief as to the truth
23 of the allegations in Paragraph 85 of the Counterclaim, and on that basis denies them.

24 11. Macrovision lacks knowledge or information sufficient to form a belief as to the truth
25 of the allegations in Paragraph 86 of the Counterclaim, and on that basis denies them.

1 12. Macrovision admits that Motorola acquired General Instrument Corporation (“GI”).
2 Macrovision lacks knowledge or information sufficient to form a belief as to the truth of the
3 remaining allegations in Paragraph 87 of the Counterclaim, and on that basis denies them.

4 13. Macrovision denies the allegations in Paragraph 88 of the Counterclaim.

5 14. Macrovision admits that on May 30, 2007, Macrovision sent Motorola an email
6 regarding a pending formal notice of breach of contract, and further states that the email speaks for
7 itself. Except as expressly admitted, Macrovision denies the remaining allegations in Paragraph 89
8 of the Counterclaim.

9 15. Macrovision denies the allegations in Paragraph 90 of the Counterclaim.

10 16. Macrovision admits that it demanded that Motorola pay past due royalty fees, and
11 further that Paragraphs 94-111 of the Counterclaim purports to describe certain patents owned by
12 Macrovision. Except as expressly admitted, Macrovision denies the remaining allegations in
13 Paragraph 91 of the Counterclaim.

14 17. Macrovision denies that it ever “threatened” Motorola and further denies any and all
15 allegations stating such in Paragraph 92 of the Counterclaim. Macrovision admits that it sent a letter
16 to Motorola on July 12, 2007 requesting that Motorola pay the outstanding royalties and invoices,
17 and noting that if Macrovision were to terminate the Agreement because of Motorola’s breach,
18 Macrovision would retain various rights, including as to integrated circuit suppliers. Macrovision
19 further states that the July 12, 2007 letter speaks for itself, and expressly denies the remaining
20 allegations of Paragraph 92 of the Counterclaim.

21 18. Macrovision admits that it filed a complaint in California Superior Court on July 30,
22 2007; that it subsequently dismissed that action without prejudice on August 16, 2007; and that on
23 August 16, 2007, it filed the current action alleging, among other things, that Motorola has and is
24 currently infringing seven patents held by Macrovision. Macrovision further admits that a
25 substantial controversy exists between the parties. Macrovision expressly denies Motorola’s partial
26

1 and incomplete characterization of the complaints and further denies the remaining allegations of
2 Paragraph 93.

3 19. Macrovision denies the allegations in Paragraph 94 of the Counterclaim.

4 20. Macrovision admits that the patents asserted in its Complaint have been in existence
5 “for some time.” Except as expressly admitted, Macrovision denies the remaining allegations
6 contained in Paragraph 95 of the Counterclaim.

7 21. Macrovision admits, upon information and belief, the allegations of Paragraph 96 of the
8 Counterclaim.

9 22. Macrovision admits the allegations of Paragraph 97 of the Counterclaim.

10 23. Macrovision admits, upon information and belief, the allegations of Paragraph 98 of the
11 Counterclaim.

12 24. Macrovision admits the allegations of Paragraph 99 of the Counterclaim.

13 25. Macrovision admits, upon information and belief, the allegations of Paragraph 100 of
14 the Counterclaim.

15 26. Macrovision admits the allegations of Paragraph 101 of the Counterclaim.

16 27. Macrovision admits, upon information and belief, the allegations of Paragraph 102 of
17 the Counterclaim.

18 28. Macrovision admits the allegations of Paragraph 103 of the Counterclaim.

19 29. Macrovision admits, upon information and belief, the allegations of Paragraph 104 of
20 the Counterclaim.

21 30. Macrovision admits the allegations of Paragraph 105 of the Counterclaim.

22 31. Macrovision admits, upon information and belief, the allegations of Paragraph 106 of
23 the Counterclaim.

24 32. Macrovision admits the allegations of Paragraph 107 of the Counterclaim.

25 33. Macrovision admits, upon information and belief, the allegations of Paragraph 108 of
26 the Counterclaim.

34. Macrovision admits the allegations of Paragraph 109 of the Counterclaim.

35. Macrovision admits, upon information and belief, the allegations of Paragraph 110 of the Counterclaim.

**COUNT I: DECLARATORY JUDGMENT
NON-INFRINGEMENT OF THE '132 PATENT**

36. Macrovision admits the allegations of Paragraph 111 of the Counterclaim.

37. Macrovision repeats and realleges its previous responses to paragraphs 1 through 111 of the Counterclaim as if fully set forth at length herein.

38. Macrovision admits the allegations of Paragraph 113 of the Counterclaim.

39. The allegations of Paragraph 114 constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 114 may be considered factual allegations, Macrovision denies them.

40. The allegations of Paragraph 115 constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 115 may be considered factual allegations, Macrovision denies them.

**COUNT II: DECLARATORY JUDGMENT
INVALIDITY OF THE '132 PATENT**

41. Macrovision repeats and realleges its previous responses to paragraphs 1 through 115 of the Counterclaim as if fully set forth at length herein.

42. The allegations in Paragraph 117 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 117 may be considered factual allegations, Macrovision denies them.

43. The allegations in Paragraph 118 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 118 may be considered factual allegations, Macrovision denies them.

**COUNT III: DECLARATORY JUDGMENT
UNENFORCEABILITY OF THE '132 PATENT**

44. Macrovision repeats and realleges its previous responses to paragraphs 1 through 118 of the Counterclaim as if fully set forth at length herein.

45. The allegations in Paragraph 120 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 120 may be considered factual allegations, Macrovision denies them.

46. The allegations in Paragraph 121 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 121 may be considered factual allegations, Macrovision denies them.

**COUNT IV: DECLARATORY JUDGMENT
NON-INFRINGEMENT OF THE '380 PATENT**

47. Macrovision repeats and realleges its previous responses to paragraphs 1 through 121 of the Counterclaim as if fully set forth at length herein.

48. Macrovision admits the allegations of Paragraph 123 of the Counterclaim.

49. The allegations in Paragraph 124 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 124 may be considered factual allegations, Macrovision denies them.

50. The allegations in Paragraph 125 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 125 may be considered factual allegations, Macrovision denies them.

**COUNT V: DECLARATORY JUDGMENT
INVALIDITY OF THE '380 PATENT**

51. Macrovision repeats and realleges its previous responses to paragraphs 1 through 125 of the Counterclaim as if fully set forth at length herein.

52. The allegations in Paragraph 127 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 127 may be considered factual allegations, Macrovision denies them.

53. The allegations in Paragraph 128 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 128 may be considered factual allegations, Macrovision denies them.

**COUNT VI: DECLARATORY JUDGMENT
UNENFORCEABILITY OF THE '380 PATENT**

54. Macrovision repeats and realleges its previous responses to paragraphs 1 through 128 of the Counterclaim as if fully set forth at length herein.

55. The allegations in Paragraph 130 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 130 may be considered factual allegations, Macrovision denies them.

56. The allegations in Paragraph 131 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 131 may be considered factual allegations, Macrovision denies them.

**COUNT VII: DECLARATORY JUDGMENT
NON-INFRINGEMENT OF THE '549 PATENT**

57. Macrovision repeats and realleges its previous responses to paragraphs 1 through 131 of the Counterclaim as if fully set forth at length herein.

58. Macrovision admits the allegations of Paragraph 133 of the Counterclaim.

59. The allegations in Paragraph 134 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 134 may be considered factual allegations, Macrovision denies them.

60. The allegations in Paragraph 135 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 131 may be considered factual allegations, Macrovision denies them.

**COUNT VIII: DECLARATORY JUDGMENT
INVALIDITY OF THE '549 PATENT**

61. Macrovision repeats and realleges its previous responses to paragraphs 1 through 135 of the Counterclaim as if fully set forth at length herein.

62. The allegations in Paragraph 137 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 137 may be considered factual allegations, Macrovision denies them.

63. The allegations in Paragraph 138 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 138 may be considered factual allegations, Macrovision denies them.

**COUNT IX: DECLARATORY JUDGMENT
UNENFORCEABILITY OF THE '549 PATENT**

64. Macrovision repeats and realleges its previous responses to paragraphs 1 through 138 of the Counterclaim as if fully set forth at length herein.

65. The allegations in Paragraph 140 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 140 may be considered factual allegations, Macrovision denies them.

66. The allegations in Paragraph 141 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 141 may be considered factual allegations, Macrovision denies them.

**COUNT X: DECLARATORY JUDGMENT
NON-INFRINGEMENT OF THE '698 PATENT**

67. Macrovision repeats and realleges its previous responses to paragraphs 1 through 138 of the Counterclaim as if fully set forth at length herein.

68. Macrovision admits the allegations in Paragraph 143 of the Counterclaim.

69. The allegations in Paragraph 144 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 144 may be considered factual allegations, Macrovision denies them.

70. The allegations in Paragraph 145 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 145 may be considered factual allegations, Macrovision denies them.

**COUNT XI: DECLARATORY JUDGMENT
INVALIDITY OF THE '698 PATENT**

71. Macrovision repeats and realleges its previous responses to paragraphs 1 through 145 of the Counterclaim as if fully set forth at length herein.

72. The allegations in Paragraph 147 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 147 may be considered factual allegations, Macrovision denies them.

73. The allegations in Paragraph 148 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 148 may be considered factual allegations, Macrovision denies them.

**COUNT XII: DECLARATORY JUDGMENT
UNENFORCEABILITY OF THE '698 PATENT**

74. Macrovision repeats and realleges its previous responses to paragraphs 1 through 148 of the Counterclaim as if fully set forth at length herein.

75. The allegations in Paragraph 150 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 150 may be considered factual allegations, Macrovision denies them.

76. The allegations in Paragraph 151 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 151 may be considered factual allegations, Macrovision denies them.

**COUNT XIII: DECLARATORY JUDGMENT
NON-INFRINGEMENT OF THE '936 PATENT**

77. Macrovision repeats and realleges its previous responses to paragraphs 1 through 151 of the Counterclaim as if fully set forth at length herein.

78. Macrovision admits the allegations in Paragraph 153 of the Counterclaim.

79. The allegations in Paragraph 154 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 154 may be considered factual allegations, Macrovision denies them.

80. The allegations in Paragraph 155 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 155 may be considered factual allegations, Macrovision denies them.

**COUNT XIV: DECLARATORY JUDGMENT
INVALIDITY OF THE '936 PATENT**

81. Macrovision repeats and realleges its previous responses to paragraphs 1 through 155 of the Counterclaim as if fully set forth at length herein.

82. The allegations in Paragraph 157 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 157 may be considered factual allegations, Macrovision denies them.

83. The allegations in Paragraph 158 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 158 may be considered factual allegations, Macrovision denies them.

**COUNT XV: DECLARATORY JUDGMENT
UNENFORCEABILITY OF THE '936 PATENT**

84. Macrovision repeats and realleges its previous responses to paragraphs 1 through 158 of the Counterclaim as if fully set forth at length herein.

85. The allegations in Paragraph 160 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 160 may be considered factual allegations, Macrovision denies them.

86. The allegations in Paragraph 161 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 161 may be considered factual allegations, Macrovision denies them.

**COUNT XVI: DECLARATORY JUDGMENT
NON-INFRINGEMENT OF THE '448 PATENT**

87. Macrovision repeats and realleges its previous responses to paragraphs 1 through 161 of the Counterclaim as if fully set forth at length herein.

88. Macrovision admits the allegations of Paragraph 163 of the Counterclaim.

89. The allegations in Paragraph 164 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 164 may be considered factual allegations, Macrovision denies them.

90. The allegations in Paragraph 165 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 165 may be considered factual allegations, Macrovision denies them.

**COUNT XVII: DECLARATORY JUDGMENT
INVALIDITY OF THE '448 PATENT**

91. Macrovision repeats and realleges its previous responses to paragraphs 1 through 165 of the Counterclaim as if fully set forth at length herein.

92. The allegations in Paragraph 167 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 167 may be considered factual allegations, Macrovision denies them.

93. The allegations in Paragraph 168 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 168 may be considered factual allegations, Macrovision denies them.

**COUNT XVIII: DECLARATORY JUDGMENT
UNENFORCEABILITY OF THE '448 PATENT**

94. Macrovision repeats and realleges its previous responses to paragraphs 1 through 169 of the Counterclaim as if fully set forth at length herein.

95. The allegations in Paragraph 170 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 170 may be considered factual allegations, Macrovision denies them.

96. The allegations in Paragraph 171 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 171 may be considered factual allegations, Macrovision denies them.

**COUNT XIX: DECLARATORY JUDGMENT
NON-INFRINGEMENT OF THE '747 PATENT**

97. Macrovision repeats and realleges its previous responses to paragraphs 1 through 171 of the Counterclaim as if fully set forth at length herein.

98. Macrovision admits the allegations in Paragraph 173 of the Counterclaim

99. The allegations in Paragraph 174 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 174 may be considered factual allegations, Macrovision denies them.

100. The allegations in Paragraph 175 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 175 may be considered factual allegations, Macrovision denies them.

**COUNT XX: DECLARATORY JUDGMENT
INVALIDITY OF THE '747 PATENT**

101. Macrovision repeats and realleges its previous responses to paragraphs 1 through 175 of the Counterclaim as if fully set forth at length herein.

102. The allegations in Paragraph 177 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 177 may be considered factual allegations, Macrovision denies them.

103. The allegations in Paragraph 178 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 178 may be considered factual allegations, Macrovision denies them.

**COUNT XXI: DECLARATORY JUDGMENT
UNENFORCEABILITY OF THE '747 PATENT**

104. Macrovision repeats and realleges its previous responses to paragraphs 1 through 178 of the Counterclaim as if fully set forth at length herein.

105. The allegations in Paragraph 180 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 180 may be considered factual allegations, Macrovision denies them.

106. The allegations in Paragraph 181 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 181 may be considered factual allegations, Macrovision denies them.

**COUNT XXIII: DECLARATORY JUDGMENT
INVALIDITY OF THE '842 PATENT.**

107. Macrovision repeats and realleges its previous responses to paragraphs 1 through 181 of the Counterclaim as if fully set forth at length herein.

108. Macrovision admits that it has alleged that Motorola infringes the '842 patent. Except as expressly admitted, Macrovision denies the remaining allegations of Paragraph 183 of the Counterclaim.

109. The allegations in Paragraph 184 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 184 may be considered factual allegations, Macrovision denies them.

110. The allegations in Paragraph 185 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 185 may be considered factual allegations, Macrovision denies them.

**COUNT XXIII: DECLARATORY JUDGMENT
INVALIDITY OF THE '842 PATENT**

111. Macrovision repeats and realleges its previous responses to paragraphs 1 through 185 of the Counterclaim as if fully set forth at length herein.

112. The allegations in Paragraph 187 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 187 may be considered factual allegations, Macrovision denies them.

113. The allegations in Paragraph 188 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 188 may be considered factual allegations, Macrovision denies them.

**COUNT XXIV: DECLARATORY JUDGMENT
UNENFORCEABILITY OF THE '842 PATENT**

114. Macrovision repeats and realleges its previous responses to paragraphs 1 through 188 of the Counterclaim as if fully set forth at length herein.

115. The allegations in Paragraph 190 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 190 may be considered factual allegations, Macrovision denies them.

116. The allegations in Paragraph 191 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 191 may be considered factual allegations, Macrovision denies them.

**COUNT XXV: DECLARATORY JUDGMENT
PATENT MISUSE**

117. Macrovision repeats and realleges its previous responses to paragraphs 1 through 192 of the Counterclaim as if fully set forth at length herein.

118. Macrovision admits that the identified patents (U.S. Patent Nos. 4,631,603; 4,577,216; 4,879,098; and 4,907,093) disclose various inventions, and that those patents speak for themselves. Macrovision further admits that the Motorola License Agreement conferred upon Motorola the right to practice certain of those patents. Macrovision denies that those patents are “Base Patents” or that they form “the core” of the Macrovision Copy Protection Technology. Except as expressly admitted, Macrovision denies the remaining allegations of Paragraph 193.

119. Macrovision denies the allegations in Paragraph 194 of the Counterclaim.

120. Macrovision admits that certain patents have expired. Macrovision denies the remaining allegations in Paragraph 195 of the Counterclaim.

121. Macrovision admits that it alleges that Motorola has infringed Macrovision’s patents and breached the Motorola License Agreement. Except as expressly admitted, Macrovision denies all the remaining allegations in Paragraph 196 of the Counterclaim.

122. The allegations in Paragraph 197 of the Counterclaim constitute legal contentions and/or conclusions to which no response is required, and on that basis Macrovision denies them. To the extent that any of the allegations of Paragraph 197 may be considered factual allegations, Macrovision denies them.

AFFIRMATIVE DEFENSES

In further response to the Counterclaim, Macrovision state the following affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

123. The Counterclaim and each claim alleged therein fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

124. The Counterclaim and each claim alleged therein is barred, in whole or in part, by the equitable doctrine of laches.

THIRD AFFIRMATIVE DEFENSE

125. The Counterclaim and each claim alleged therein is barred because of the doctrines of waiver and/or estoppel.

FOURTH AFFIRMATIVE DEFENSE

126. The Counterclaim and each claim alleged therein is barred, in whole or in part, by the equitable doctrine of unclean hands.

FIFTH AFFIRMATIVE DEFENSE

127. The Counterclaim and each claim alleged therein is barred because the patents at issue are valid and enforceable.

SIXTH AFFIRMATIVE DEFENSE

128. The Counterclaim and each claim alleged therein claims is barred because, to the extent it contends that any infringement of Macrovision's patents is attributable to a third party, including but not limited to GI, Motorola lacks standing.

SEVENTH AFFIRMATIVE DEFENSE

129. The Counterclaim and each claim alleged therein is barred, in whole or in part, because Motorola breached a valid license to use and distribute Macrovision anti-copying technology.

PRAYER FOR RELIEF

Macrovision denies that there is any basis in law or fact for the relief listed in Motorola's Prayer for Relief, and specifically requests that:

A. Motorola takes nothing by reason of the Counterclaim, and that the Counterclaim be dismissed with prejudice;

B. The Court grant judgment in favor of Macrovision and against Motorola with respect to all causes of action in the Counterclaim; and

C. That the Court award such other relief that it deems just and proper.

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1 Dated: September 25, 2007

KRIEG, KELLER, SLOAN, REILLEY & ROMAN LLP

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3 By: _____/s/_____
4 KENNETH E. KELLER
5 Attorneys for Plaintiff and Counterclaim-
6 Defendant MACROVISION CORPORATION
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